

January 26, 2007

**OCCUPANT'S REQUEST AND CONSENT FOR ACCESS FORM  
LOWER MANHATTAN TEST AND CLEAN PROGRAM**

Name of Occupant's Representative \_\_\_\_\_

Address \_\_\_\_\_

Floor \_\_\_\_\_ Apartment Number \_\_\_\_\_

\_\_\_\_\_, New York, \_\_\_\_\_

Telephone Numbers:

Home \_\_\_\_\_

Work \_\_\_\_\_

Cell \_\_\_\_\_

**REQUEST**

As authorized representative for the occupants of the residential unit identified above (the "Unit"), I have considered the information provided by the U.S. Environmental Protection Agency ("EPA") about sampling and, if necessary, cleaning indoor areas in the Unit identified above.

**AGREEMENT**

In consideration of the benefits of the program, on behalf of myself and any other occupants of the Unit, I agree to the following:

I consent to employees, authorized representatives and contractors of the EPA having access to the Unit and the personal property in the Unit, for as long as necessary to conduct sampling and, if necessary, cleaning activities. Cleaning services may be declined in writing. I understand that these activities are to be performed under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 et seq.

I agree to obtain any required permission for sampling and, if necessary, cleaning activities from the building's management prior to the commencement of any work in the Unit under the program. I agree to inform the EPA contractor **at least three business days prior to the scheduled work** of any building rules that could affect work under the program, including, for example, time restrictions, appropriate entrances to the

building, and elevator usage.

I agree to notify the EPA contractor as early as possible, but **no later than one business day before the scheduled date** for the work in the Unit, if it is necessary to cancel the date for the testing or cleaning activities.

I agree to use best efforts to ensure the safety and security of fragile and valuable objects, including but not limited to jewelry, silver, fine china, decorative objects and art works located in the Unit. Such efforts will include, but not be limited to the following: Prior to the date scheduled for commencement of sampling or cleaning, I agree to remove valuable and/or fragile objects from the Unit and/or to secure them in sealed containers for protection. I agree to identify with specificity to the EPA contractor any valuable or fragile objects that cannot be moved or secured, or that require special handling, prior to the commencement of the sampling and cleaning in order to make provision for their safety and security. Such identification shall be in writing and shall state the estimated value of all the objects listed. (Form attached).

I agree to prepare a written list of the items (e.g., certain carpets, soft furnishings or wall coverings) that could be damaged by water, and to notify the cleaning contractor not to use water on those items. (Form attached).

I understand that the sampling and cleaning will be performed by contractors retained by EPA. I also understand that the contractors performing sampling and cleaning activities are required to maintain insurance coverage for commercial general liability, workers compensation, and environmental impairment liability related to this work. They are also bonded to cover loss by theft or destruction of personal property. The contractors are required to maintain such insurance at all times that they are conducting sampling and cleaning activities in the Unit.

I understand that the program activities will require access to all interior areas, surfaces and property within the Unit. I agree that the contractors are authorized to use the electricity and water within the Unit.

I understand that this agreement will cover both sampling and cleaning services. I agree to accept cleaning services, if necessary, that will be provided as part of the program. Cleaning services include cleaning porous materials; not their replacement or disposal. Any cleaning services which may be offered can be declined in writing.

I understand that I, or my authorized representative, may be present to observe the sampling and cleaning activities being performed in the Unit provided I, or my authorized representative, comply with the Health and Safety Plan and other health and safety-related instructions for the work that will be provided by EPA's contractors and/or EPA.

## **SAMPLING RESULTS**

I understand that at the conclusion of the work, EPA will provide the undersigned with the results of the sampling activities in the Unit.

## **AUTHORIZED SIGNATURE**

I certify that I understand the terms of this request/ access agreement, and that I am authorized to make this request on behalf of all the occupants of the Unit identified above.

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Signature

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Date

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Name and Title (PRINT)

**FRAGILE AND VALUABLE OBJECTS FORM  
LOWER MANHATTAN TEST AND CLEAN PROGRAM**

Name of Authorized Representative

Address of Unit

Apartment Number

New York, New York

The fragile and/or valuable objects listed on this form and located in the Unit identified above cannot be moved or secured and/or require special handling prior to the commencement of sampling and, if necessary, cleaning to make provision for their safety and security. Any claim related to any object in the Unit shall be accompanied by appropriate documentation of value, i.e., a sales invoice for the object or a notarized appraisal from a qualified expert.

**OBJECT AND DESCRIPTION**

**ESTIMATED VALUE**

**DATE ACQUIRED**